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SECTION 1 - THE SCHEDULE**CONTINUATION TO SF-1449, RFQ NUMBER SSN10008Q8815, PRICES, BLOCK 23****1. SCOPE OF CONTRACT**

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the U.S. **Embassy Brunei**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for services that have been satisfactorily performed.

The installation of the plants is expected to start in July 2008 and be completed within 2 weeks. The maintenance services shall commence immediately after installation is completed and continue for 12 months, with **2 option years**, one-year options to renew.

2.0 PRICING**2.1. PLANT INSTALLATION**

The firm fixed price installation of plants within 29 planters:

| CLIN | Description | Quantity | Unit Price | Total Price B\$ |
|------|---|----------|------------|-----------------|
| 001 | Installation of soil and plants in planters (one-time charge) | 29 | | |

2.2. BASE PERIOD (see 3.0 MAINTENANCE for start date)

The firm fixed price for the first year of the contract is:

| CLIN | Description | Quantity | Unit Price | Total Price B\$ |
|------|--|----------|------------|-----------------|
| 002 | Maintenance of plants in planter per month | 29 | Per month | Per year |
| | TOTAL BASE YEAR PRICE | | | |

2.3. FIRST OPTION YEAR PRICES

The firm fixed price for the First Option Year of the contract is:

| CLIN | Description | Quantity | Unit Price | Total Price B\$ |
|------|---|----------|------------|-----------------|
| 101 | Maintenance of plants in planter per month | 29 | Per month | Per year |
| | TOTAL 1ST OPTION YEAR PRICE | | | |

2.4. SECOND OPTION YEAR PRICES

The firm fixed price for the Second Option Year of the contract is:

| CLIN | Description | Quantity | Unit Price | Total Price B\$ |
|------|--|----------|------------|-----------------|
| 101 | Maintenance of plants in planter per month | 29 | Per month | Per year |
| | TOTAL 2nd OPTION YEAR PRICE | | | |

2.5. GRAND TOTAL

INSTALLATION: B\$ _____

BASE YEAR: B\$ _____

FIRST OPTION YEAR: B\$ _____

SECOND OPTION YEAR: B\$ _____

GRAND TOTAL: B\$ _____

CONTINUATION TO SF-1449
RFQ NUMBER SSN10008Q8815
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

The scope of this contract is to (a) install earth and foliage into 29 concrete planters located along the sidewalk around Teck Guan Plaza and (b) provide regular maintenance services for the installed plants in the 29 planters owned by the U.S. Government. Exhibit A shows the finished planter and Exhibit B shows the installation locations.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the shrubbery established in the planters are an important part of the representational responsibilities of the U.S. mission and is a requirement by the Government of Brunei. The Contractor shall also perform complete gardening maintenance services as described in this contract for all 29 planters. The Government will measure the Contractor's work by the appearance of the plants covered by this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the appropriate time of the day so that services may be performed with least hindrance to motor and pedestrian traffic. The Contractor shall deliver the services between the hours of **9am** and **5pm** Monday through Friday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force.

1.3.5. MAINTENANCE PLAN. The Contractor shall submit an annual Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Maintenance Plan to the COR for approval within 10 days after contract award.

2. INSTALLATION OF PLANTS

2.1. The 29 planters shall have plantings that match the types and size of plants established along Jalan Sultan. Plants will generally be low-growing, "creeper"-style plants, and not tall, spindly, or deep-rooted. The Contractor shall fill the 29 planters with appropriate earth/soil type that will support the plants. The holding size of each concrete planter is 48" diam x 6" depth.

2.1. Plant installation within the 29 planters must be completed within 2 weeks of contract award.

3.0. MAINTENANCE. The start date of the Base Period for maintenance service (Clin 002 of 2.2.) shall commence on completion of plant installation. A modification will be issued to confirm the start date.

3.1. TRIMMING/PRUNING. The Contractor shall keep the plants trimmed so that they are similar in appearance to those existing in the middle of Jalan Sultan.

The result of trimming and pruning is to :

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth,
- maintain proper shape at all times, and
- maintain a neat and attractive appearance.

3.2. WEEDING. The Contractor shall weed the planters on a continuous basis to prevent the growth of weeds. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints, if any, of the planters. The Contractor shall obtain approval of the COR for all applications of weed killers.

3.2.1. The method, frequencies for trimming, pruning and weeding, shall be part of the Contractor's Grounds Maintenance Plan.

3.3. PLANT REPLACEMENT. At no additional cost to the Government, the Contractor shall replace any shrub or plant that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

3.4. REMOVAL OF DEBRIS. The Contractor shall remove all debris and equipment from the work site before the end of each maintenance visit to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

3.5. WATERING. The Contractor shall water the plants sufficiently so that they appear thriving and fresh at all times. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

3.5.1. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, soil conditions, and the seasonal variations in plant moisture requirements.

3.5.2. The Contractor shall provide water, hoses, portable sprinklers, and other similar irrigation equipment.

3.6. FERTILIZER. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

3.6.1. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

3.7. PEST AND DISEASE CONTROL. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain the plants in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

3.7.1. The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

3.8. HAZARDOUS AND TOXIC SUBSTANCES. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

4.0. LOCATION FOR GARDENING SERVICES

The location is the 29 planters that will be installed beside Teck Guan Plaza along Jalan McArthur and Jalan Sultan.

5.0. WORKING HOURS

All services are to be delivered on regular working days during regular working hours.

6.0. DELIVERABLES

The following items shall be delivered under this contract:

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>DELIVERY DATE</u> | <u>DELIVER TO:</u> |
|--------------------------------------|-----------------|----------------------|---------------------|
| 2.1. Plants installed in 29 planters | 1 | 14 days after award | Contracting Officer |
| 9.1. Insurance | 1 | 10 days after award | Contracting Officer |
| 1.3.5. Grounds Maintenance Plan | 1 | 10 days after award | COR |
| 7.4. List of Personnel | 1 | 10 days after award | COR |
| 12.0. Payment Request | 1 | end of the month | FMO |

7. PERSONNEL REQUIREMENTS

7.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

7.2 STANDARD OF CONDUCT.

7.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

7.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

7.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

7.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

7.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

7.4. PERSONNEL SECURITY

Within 10 days of award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 7 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

8.0. CONTRACTOR FURNISHED PROPERTY. The Contractor shall provide all necessary gardening supplies and equipment, including but not limited to, water, water hoses, pitchfork, pruning sheers, fertilizers, ladders to perform the work.

8.1. GOVERNMENT FURNISHED PROPERTY. NIL

9.0. INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

9.1. GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in Brunei Dollars:

| | |
|----------------|------------|
| Per Occurrence | B\$100,000 |
| Cumulative | B\$100,000 |
2. Property Damage stated in Brunei Dollars:

| | |
|----------------|------------|
| Per Occurrence | B\$100,000 |
| Cumulative | B\$100,000 |

9.2. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

9.3. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

9.4. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

9.5. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

9.6. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

10.0. **LAWS AND REGULATIONS.** Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

10.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

11. **QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).** This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective | PWS Para | Performance Threshold |
|---|----------|---|
| <p>Services. Performs all gardening services set forth in the performance work statement (PWS)</p> | 1 thru 7 | All required services are performed and no more than one (1) customer complaint is received per month |

(a) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(b) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(c) PROCEDURES.

- (1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (2) The COR will complete appropriate documentation to record the complaint.
- (3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

12. PAYMENT.

Requests for payment for installation of plantings may be made on completion of work. Requests for payment for maintenance of plantings may be made no more frequently than MONTHLY on completion of work for that month.

For services satisfactorily received, payment will be made within 30 days of receipt of invoice at the following address:

American Embassy
4th flr, Teck Guan Plaza
Jalan Sultan BS 8811
Bandar Seri Begawan
Attn: Winnie Chiu

ATTACHMENTS:

- Exhibit A - Drawing of planter
- Exhibit B - Installation Locations

SECTION 2 - CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FAR 52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2007), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4
None

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Only checked clauses are appropriate]

| | Clause Number and Title |
|---|--|
| | (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). |
| | (2) – (16) [Reserved]. |
| X | (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). |
| | (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). |
| | (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). |

| | |
|---|---|
| | (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). |
| | (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). |
| | (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)) (38 U.S.C. 4212). |
| | (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). |
| X | (24)(i) 52.222-50 Combating Trafficking in Persons (AUG 2007) |
| | (ii) Alternate I (AUG 2007) of 52.222-50 |
| | (25)-(27) Reserved |
| | (28) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| X | (29) 52.225-13, Restrictions on Certain Foreign Purchases (AUG 2007) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| | (30) – (33) [Reserved]. |
| | (34) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). |
| X | (35) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). |
| | (36) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). |
| | (37) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). |
| | (38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| | (ii) Alternate I (APR 2003) of 52.247-64. |

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007)(22 USC 7104(g)). Flow down required in accordance with paragraph (f) of 52.222-50.

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u> |
|---------------|---|
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas APR 1984) |

THE FOLLOWING CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that

the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Robin Guna**.

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (NOV 2007) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

SUMMARY OF INSTRUCTIONS. Each quote must consist of the following:

- (a) A completed quote, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- (b) Information demonstrating the quoter's ability to perform, including:
 - (1) The quantity and size/height of each plant type that will be installed in each concrete planter (Quoter should submit photos of plant types).
 - (2) Information on proposed frequency for quality control inspections and all work listed under Article 3. Maintenance.
 - (3) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (4) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (5) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (c) Provide either:
 - a copy of the Certificate of Insurance, or
 - a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u> |
|---------------|--|
| 52.204-6 | Data Universal Numbering System (DUNS) Number (OCT 2003) |

Closing Date and time of Quotes: April 1, 2008; 4.30 pm
Quotes shall remain valid for 60 days.

The Quoter may submit his/her quote by fax or email to the 2 following recipient points :

- (1) American Embassy Singapore – Fax No. 65-64769003
 Email. brandpe@state.gov and stellah@state.gov
- (2) American Embassy Brunei - Fax No. 222 7830
 Email. murphreetl@state.gov

DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Karen Stanton**, at **tel: 65 6476 9187**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this RFQ to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the RFQ. The Government may reject as unacceptable proposals/quotations that do not conform to the RFQ.
- (b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its proposal/quotation.
- (c) PRICE EVALUATION. The lowest price will be determined by multiplying the quoted prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent;
 Name _____.
 TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Reserved

(l)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| <i>Category</i> | <i>Yes/No</i> | <i>Number</i> |
|---|---------------|--|
| <i>(1) United States citizens or residents</i> | | |
| <i>(2) Individuals hired in the United States, regardless of citizenship</i> | | |
| <i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i> | | <i>Local nationals: _____</i> <i>Third Country Nationals: _____</i> |
| <i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i> | | <i>Local nationals: _____</i> <i>Third Country Nationals: _____</i> |

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.
(End of provision)